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#### **Contract Database Metadata Elements**

Title: **Spencer-Van Etten Central School District and Spencer-Van Etten Teachers Association (2007)**

Employer Name: **Spencer-Van Etten Central School District**

Union: **Spencer-Van Etten Teachers Association**

Local:

Effective Date: **07/01/07**

Expiration Date: **06/30/11**

PERB ID Number: **6251**

Unit Size: **104**

Number of Pages: **48**

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AGREEMENT  
BETWEEN  
INDEPENDENT OF SCHOOLS  
SPENCER-VAN ETTEN  
CENTRAL SCHOOL DISTRICT  
AND  
SPENCER-VAN ETTEN  
TEACHERS' ASSOCIATION

JULY 1, 2007 – JUNE 30, 2011



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## NEGOTIATED AGREEMENT

This Agreement made effective the first day of July 2007 between the Spencer-Van Etten Central School District ("District") and the Spencer-Van Etten Teachers' Association ("Association").

WHEREAS, the Association has been recognized by the District as the representative organization of the instructional negotiating unit (*See: Appendix A*) pursuant to Article 14 of the Civil Service Law of the State of New York, and

WHEREAS, the District and the Association have negotiated certain terms and conditions of employment pursuant to the said Bylaws of the District, and

NOW, THEREFORE, the parties mutually covenant and agree as follows:

### ARTICLE 1 – DEFINITIONS

**1.1 Terms Defined:** As used in this Agreement

(a) The term Association means:

The Spencer-Van Etten Teachers' Association.

(b) The term Board means:

The Board of Education of the Spencer-Van Etten Central School District.

(c) The term District means:

The Spencer-Van Etten Central School District

(d) The term Superintendent means:

The Superintendent of Schools of the Spencer-Van Etten Central School District.

(e) The term Unit Member means:

Any person in the negotiating unit represented by the Spencer-Van Etten Teachers Association.

(f) The term Teacher means:

Any person whose job title is listed in Appendix A, except teaching assistants, registered nurses and dental hygienists.



(g) The term Long-Term Substitute means:

A teacher appointed for a term or more in an encumbered position. Long-term substitutes are entitled to all of the benefits of this Agreement, except the annual payment in lieu of health insurance described in Section 6.1 (M) of Article 6 of this Agreement, and payments for credit hours and Master stipend as described in Sections 2.2 and 2.8 of Article 2 of this Agreement.

**1.2 Gender and Number**

Whenever the context so requires, the use of words in this Agreement in the singular shall be construed to include the plural, and words in the plural shall be construed to include the singular. Words, whether they be in the masculine, feminine or neuter gender, shall be construed to include all of the said genders, unless the context would require that the gender apply to only one sex. By the use of the aforesaid genders, it is understood that it is for convenience purposes only and that said use is not to be interpreted to be discriminatory by reason of sex.

**ARTICLE 2 – SALARY**

**2.1 Salaries**

- (a) For the 2007-2008 school year, all unit members shall receive a 4.5% increase over their 2006-2007 salary.
- (b) For the 2008-2009 school year, 4.5% of new monies calculated on the base salaries of the current membership as of June 1, 2008, will be distributed to unit members. A distribution plan shall be developed by the Association and given to the Superintendent for his review prior to implementation.
- (c) For the 2009-2010 school year, 4.5% of new monies calculated on the base salaries of the current membership as of June 1, 2009, will be distributed to unit members. A distribution plan shall be developed by the Association and given to the Superintendent for his review prior to implementation.
- (d) For the 2010-2011 school year, 4.5% of new monies calculated on the base salaries of the current membership as of June 1, 2010, will be distributed to unit members. A distribution plan shall be developed by the Association and given to the Superintendent for his review prior to implementation.
- (e) Salary adjustments that unit members are currently receiving for cost of living, tenure or merit will be maintained as a permanent part of their salaries. Nurses and teaching assistants who have a Bachelor's Degree shall receive an additional five hundred dollars (\$500.00).

## 2.2 Graduate Hours

- (a) Unit members holding probationary or tenured appointments will receive additional compensation for credit hours earned after July 1, 2003 as follows:

2003-04-----\$50 for each one (1) hour of college credit earned after July 1, 2003  
2005-06-----\$60 for each one (1) hour of college credit earned after July 1, 2005

- (b) For credit hours earned prior to July 1, 2003, or for those employees hired after July 1, 2003 who are hired with credit hours earned, those hours shall be paid at the rate of forty dollars (\$40) for each one (1) hour of college credit.
- (c) Instead of payment for college credit hours, a unit member may be granted tuition reimbursement at the SUNY Cortland rate for members who attend said institution or at the SUNY Binghamton rate for members who attend said institution. Tuition reimbursement for study at other institutions will be up to a rate not to exceed the higher of the SUNY Cortland or SUNY Binghamton rates.
- (d) Should a unit member voluntarily leave the employment of the District, he shall be required to pay back any monies received for tuition reimbursement for any college courses approved after June 30, 2003 according to the following schedule:
- |  |                         |
|--|-------------------------|
| Payment within 1 year of resignation-----  | 100% of tuition payment |
| Payment within 2 years of resignation----- | 80% of tuition payment  |
| Payment within 3 years of resignation----- | 60% of tuition payment  |
| Payment within 4 years of resignation----- | 40% of tuition payment  |
| Payment within 5 years of resignation----- | 20% of tuition payment  |
- (e) Registered nurses, LPNs and teaching assistants will receive payment up to a maximum of sixty (60) credit hours.
- (f) Any Association members involved in a Doctoral Program shall be limited to credit hour payment and may not opt for tuition reimbursement. This section applies to any member entering a Doctoral Program after July 1, 2003.

## 2.3 Staff Development

- (a) Unit members holding probationary , tenured or permanent appointments shall earn credit for salary advancement for the successful completion of approved workshops. Salary credit shall be at the rate of fifteen (15) clock hours per one (1) hour of credit. This may be an accumulation of hours from several workshops to total fifteen (15) hours. The District Committee, designated in Article 9.9, along with the Superintendent will oversee a staff development workshop approval process that addresses District policies, equity of opportunity, cost-effective practices, and fiscal limitations.

- (b) Only workshops attended while teaching in the District will count.
- (c) Workshops must be attended on the teacher's own time, not on school time.
- (d) Workshops must be aimed at the improvement of instruction in the District and must be approved in advance by the Instructional Council or a designated sub-committee of that committee.
- (e) Workshops approved by the State for coaching certification will receive tuition reimbursement. Salary advancement shall not be allowed for these workshops.
- (f) All workshop credit must be approved in advance by the Superintendent or his designee.

## **2.4 Graduate Course Selection**

Graduate course selection for hours taken between the Bachelor's Degree and completion of the first Master's Degree shall be determined by the college or university.

## **2.5 Course Approval**

In order to receive credit or tuition reimbursement for extra hours, proposed courses must be approved by the Superintendent or his designee, and a copy of the transcript showing satisfactory completion of the course must be placed in the teacher's folder.

## **2.6 Pro-Ration of Credit Hour Compensation**

In the event that credit for extra hours is received after September, a pro-rated part of the additional amount will be paid over the remainder of the school year beginning with the first payday in February. Credit received after February will be paid in the first pay period in October of the next school year.

## **2.7 Graduate Level Courses**

Courses must be on the graduate level with the following exceptions:

- (a) Undergraduate courses approved by the State for advancement from provisional to permanent certification.
- (b) Undergraduate courses acceptable for provisional certificate to be acquired at request of school.
- (c) Undergraduate courses approved by the State for coaching certification. Teachers received these credits will receive tuition reimbursement only.
- (d) Others as approved by the Superintendent.

## **2.8 Master's Degree Stipend**

An additional five hundred dollars (\$500.00) will be added to the salary of teachers who receive a Master's Degree.

## **2.9 Compensation for Teaching Adult Education or In-Service**

Teachers will be paid at the rate of thirty dollars (\$30.00) per hour when teaching in the adult education program or in-service workshops.

## **2.10 Special Salary Stipends**

Salary stipends for the following positions shall be noted:

- (a) School counselors and psychologists  
Will receive an index of one and five hundredths percent (1.05%) of their base teacher salary. A minimum of two (2) weeks of summer work shall be provided at a pro-rated amount of the counselor's salary.
- (b) Dean of Students  
The Dean of Students at the Middle and Senior High Schools will receive a stipend of seven and fifty hundredths percent (7.50%) of the extra-curricular base.
- (c) Library Assistant (Van Etten, Spencer, High School)  
The Library Assistants will receive a stipend of four percent (4%) of the extra-curricular base.
- (d) Van Etten Elementary Nurse  
The Van Etten Elementary Nurse will receive an index of one and one-tenth percent (1.1%) of their base salary.
- (e) Athletic Director  
The Athletic Director will receive an annual stipend of six thousand dollars (\$6,000) and receive a four percent (4%) increase every year thereafter.

## **2.11 Long-Term Substitute Teachers**

Long-term substitute teachers will be placed on Step One of the Salary Schedule for new hires. (Appendix B). If long-term substitutes are rehired for the next school year, they will be moved one (1) step on the hiring schedule.

## **2.12 Subject Area Coordinators**

Salaries of subject area coordinators will be five percent (5%) of the extra-curricular base.

- (a) Mathematics (Elementary, Middle School, and Senior High School)
- (b) English/Language Arts (Elementary, Middle School, and Senior High School)
- (c) Social Studies (Elementary, Middle School, and Senior High School)
- (d) Science and Technology (Elementary, Middle School, and Senior High School)
- (e) Arts (Pre K-12)
- (f) Health, Physical Education, Home Economics (Pre K-12)
- (g) Library (Pre K-12)
- (h) Language other than English (Pre K-12)

## **2.13 Other Coordinators/Facilitators**

Salaries of other coordinators/facilitators will be four percent (4%) of the extra-curricular base.

- (a) Pupil Personnel Services
- (b) Pre-Kindergarten
- (c) Technology (Elementary, Middle School, Senior High School)
- (d) Health
- (e) Middle School

## **2.14 Board Discretion**

It is understood that the setting of a salary schedule for a position does not imply that the Board must fill the position.

## **2.15 Teacher Assistant Stipends**

If a teacher assistant substitutes for a certified teacher, that teacher assistant will be paid an extra stipend equal to the difference between 1/200 of the teacher assistant's salary and that of the daily rate of an uncertified teacher substitute.

## **2.16 Additional Duties**

Unit members may be assigned to additional duties prior to the start of or after the regular school day or to AIS after the regular school day. It is understood that if, by mutual agreement with the building principal, such a duty causes a hardship in the member's personal and/or professional responsibilities, then said duty may be reassigned to another unit member. Unit members assigned to such duties shall be paid at the rate of 1/200<sup>th</sup> of their salary divided by seven (7) hours and multiplied by the amount of time worked. Unit members who volunteer for after school activities covered by a grant program shall be paid as specified in the grant.

## **2.17 Tenure Stipend**

All unit members shall receive an annual stipend of five hundred dollars (\$500) for achieving tenure. Teaching Assistants shall receive forty percent (40%) of the above mentioned annual stipend. In addition, when nurses complete three years of successful employment with the District, he/she shall receive fifty-five percent (55%) of the above mentioned annual stipend

Note: All unit members who have already achieved tenure prior to this agreement are eligible for this stipend for the 2007-2008 school year and every year thereafter to their salary.

## **2.18 Longevity**

All unit members who have reached ten (10) years service with the District shall receive four hundred dollars (\$400) added to their base salary and an additional four hundred dollars (\$400) added to their base for every five (5) years of completed District service beyond ten (10) years. Such dollar amounts are cumulative. Nurses and teaching assistants shall receive fifty-five percent (55%) and forty percent (40%) respectively of the aforementioned dollar amounts. For example: In the 2007-2008 school year, a teacher with twenty five (25) years of service would receive a longevity amount of \$1,600 added to his/her base salary. When that unit member reaches thirty (30) years of District service, they would receive an additional four hundred dollars (\$400) added to his/her base salary.

# **ARTICLE 3 – EXTRA CURRICULAR ACTIVITIES**

## **3.1 Non-Teaching Supervisory Duties for Which No Extra Pay is to be Expected**

- Field Trips
- Detention (*Teacher Assigned*)
- Bus Duty
- Supervision of Class Parties
- Class, Club and Activity Meetings
- Class Selling Activities
- Playground Supervision Related to Class Activities

### 3.2 Extra-Curricular Duties for Which Extra Pay is to be Given

Chaperoning: Bus, Dance, Concerts, Athletic Events .....	\$30/event*
Timers, Scorers, Ticket Takers .....	\$30/event

*\*Chaperones on spectator buses to a point in excess of 25 miles from the High School shall receive \$45 per trip.*

### 3.3 Voluntary Service

Duties, identified in 3.1, 3.2, and Appendix C shall be rendered on a voluntary basis. If, however, no unit member volunteers, then the Building Principal may assign a unit member to such assignments. Non-unit members may be assigned to duties in 3.2 if no unit member volunteers.

### 3.4 Extra Curricular Payments

Extra curricular stipends are usually paid in equal installments ranging from one to six (1 to 6) starting with the first pay of April 1<sup>st</sup>. However, the following positions shall be paid in equal installments from September to June. Extra Curricular Treasurer, High School Student Council, Senior Class Advisor, and Yearbook Advisor.

### 3.5 Coaching and non-athletic extra curricular stipends

- a) Coaching and non-athletic extra curricular stipends shall be set at the stipendiary rates referenced in Appendix C.
- b) All extracurricular and athletic stipends shall be in accordance with Appendix C. Notwithstanding the stipends listed in Appendix C, no coach will be paid less than he/she was paid in the 2006-2007 school year. Such Coaches stipend will not be increased until the appropriate stipend in Appendix C exceeds his/her 2006-2007 stipend.

### 3.6 Longevity Payment

Coaches who stay with the same sport (*service in the District*) for ten (10) years will receive a longevity payment of one hundred fifty dollars (\$150.00).

### 3.7 Varsity Coach Responsibility

Varsity coaches have the responsibility in their sport to oversee the development of the total program and the coordination of school feeder programs.

#### NOTES:

1. If a junior varsity or an assistant coaching position is not filled, a mutual agreement will be reached with the head coach.
2. Additional positions created by the Board will be paid equitably when filled.

3. For purposes of increment, steps are based on experience within the individual sport in the District regardless of level or sex of team.
4. Credit for coaching experience outside the District will be at the discretion of the Superintendent.

### **3.8 Coaches and Non-Athletic Extra Curricular Advisors**

All coaches and non-athletic extra curricular advisors shall receive an automatic four percent (4%) increase every year over their previous year stipend. There is no sunset provision to Article 3.8. All coaching and non-athletic extra curricular advisor's stipendiary amounts are incorporated by reference in Appendix C.

## **ARTICLE 3A – POSTINGS**

### **3A.1 Posting Positions**

All positions set forth in Article 3 and Sections 2.12 and 2.13 of Article 2 of this Agreement shall be posted each year.

### **3A.2 Notification**

The District will notify all unit members whenever a vacancy occurs in positions set forth in Section 3.1 A of this article.

## **ARTICLE 4 – PAID LEAVES OF ABSENCE**

### **4.1 Leave Days**

Each unit member is entitled to twelve (12) leave days per year with unlimited accumulation of unused days. Said days may be used for a unit member's own personal illness or for a family emergency. Upon return from leave, the unit member shall complete the Leave Day Form available in the Main Office of each building.

### **4.2 Emergency Sick Leave Reserve**

An emergency sick leave reserve for unit members, eligible under the Family and Medical Leave Act of 1993, of one hundred fifty (150) days shall be established annually by the District. Should the one hundred fifty (150) days become exhausted during the course of a given school year, Association members may donate up to two (2) sick days per year to replenish the bank. A unit member may use the reserve if:

- (a) The unit member has a serious health condition or a disability condition that has resulted in a long-term continuous absence, or a serious health condition that may require intermittent leaves of absences.
- (b) Unit member's accumulated leave is exhausted.
- (c) A waiting period of four (4) school days for each year of service in the District up to a maximum of thirty (30) days has elapsed; said waiting period to begin on the first day of



absence. The Review Board has the authority to waive this waiting period on a case-by-case basis.

- (d) The unit member has filed a statement with the Sick Leave Review Board which includes:
  - (1) Nature of condition, (2) Probable duration of absence, (3) Physician's supportive statement.
- (e) The Review Board shall consist of the Association President and the Superintendent whose responsibility is to approve the unit member's application.
- (f) A unit member may borrow up to fifty (50) days, not to exceed twenty-five (25) days during the first year of disability.
- (g) Days may be paid back at any time. However, repayment must begin no later than two (2) years from the time of return to employment, at a rate of no less than four (4) days per year.
- (h) A unit member leaving the District, who has borrowed and not repaid such days, shall have the monetary equivalent, completed at one-two hundredth ( $1/200^{\text{th}}$ ) of his yearly salary deducted for each unpaid days used
- (i) If a unit member defaults on repayment, other unit members covered by this Agreement will pay back the days so lost to the bank by contributing sick days in an equitable manner to be determined by the Association.
- (j) In the event of a terminal illness, additional days, up to a maximum of twenty-five (25) may be granted.

#### **4.3 Workers' Compensation Leave**

In the event a unit member is absent as a result of an injury or sickness covered by Workers' Compensation, he will be paid at his regular salary level, less the amount of any Workers' Compensation awarded as salary replacement for temporary disability due to said absence for a period of not to exceed twelve (12) consecutive months from the date of the injury. No portion of such absence will be charged to any leave to which a unit member is entitled. Awards made for permanent disability, whether full or partial, are not reimbursable to the District.

#### **4.4 Personal Leave**

- (a) Unit members will be granted two (2) days of personal leave each year.
- (b) Personal leave days may accumulate to a maximum of five (5) days.
- (c) Unused leave days in excess of five (5) will accumulate as leave days.

- (d) Permission to use personal leave must be requested, in writing, to the Building Principal prior to the date of leave.
- (e) Reasons for requesting the leave need not be given if the request is made twenty-four hours prior to the leave date.
- (f) Personal leave may not ordinarily be used to extend vacations, holidays or on conference days. In extenuating (circumstances beyond ones control) or extraordinary circumstances (once in a lifetime) up to three (3) unit members in each building may extend one (1) annual vacation or holiday that rotates among the applicants.

#### **4.5 Funeral/Bereavement Leave**

- (a) In the event of each occurrence of death in the immediate family or household, unit members will be granted up to five (5) days bereavement leave.
- (b) Days used in excess of five (5) will be charged to leave days (Article 4.1).
- (c) Immediate family is defined as spouse, child, parent, grandparent, or relative with whom unit members have had a long and unusually close relationship.

#### **4.6 Observation Days**

Teachers may be granted leave for professional observation. The teacher will request such leave in advance and receive approval from the Building Principal. The teacher will submit a written report to the District if requested to do so.

#### **4.7 Conferences**

Teachers expressing interest in attending a conference shall indicate their desire to the Building Principal. Within two (2) weeks following the conference, a written report will be submitted to the District if requested.

#### **4.8 Sabbatical Leave**

- (a) A tenured teacher with at least seven (7) years of service to the District may submit a request for sabbatical leave to the Superintendent. The leave, if approved by the Superintendent and Board of Education, will be for either a full year at half pay or half year at full pay for approved academic study.
- (b) Teachers receiving sabbatical leave will give assurance that they will continue in the employ of the District for a minimum of one (1) year following the leave.
- (c) The extent of the program is to be two (2) teachers per year; one (1) Elementary and one (1) Junior-Senior High School.
- (d) In the event that more than one (1) teacher expressing desire for such leave from the

Elementary staff, or more than one (1) from the Middle-Senior High School, is qualified, administrators and the District will make the decision.

- (e) During the sabbatical, teachers will have their salaries calculated on their regular on-step salary with all fringe benefits. Teachers will advance on the salary schedule in the normal fashion.
- (f) Failure to return from an approved sabbatical leave shall require the repayment by the teacher of all salary paid to the teacher by the District for such leave.

#### **4.9 Summer Sabbatical**

- (a) A teacher on tenure with at least three (3) years service in the District and permanent certification may be granted a summer sabbatical leave upon the recommendation of the Superintendent.
- (b) The recipient must give assurance that he will continue to work for the District the following year. Failure to do so will require reimbursement of the stipend.
- (c) The teacher will express the relevance of the sabbatical to his subject area. The teacher will be guaranteed ten dollars (\$10.00) per hour for the career internship. Monies received at the internship site up to the ten dollars (\$10.00) per hour shall be either deducted from the guaranteed ten dollars (\$10.00) hourly rate or reimbursed to the District.
- (d) The teacher will make all arrangements for the internship experience. The applicant must designate a mentor who will provide a brief description of the internship experience in a pre and post letter.

#### **4.10 Medical Disability/Medical Disability Due to Pregnancy**

All or any portion of leave taken from work because of a medical disability or a medical disability due to pregnancy may, at the unit member's option, be charged to available sick leave. A physician's statement confirming such disability shall be submitted at the time of such request for this type of leave. An indication of when such disability will cease and when the unit member will be able to return to employment must be indicated in the physician's statement.

A unit member who is pregnant may continue in active employment, as late into her pregnancy as she desires, provided she is able to properly perform her required responsibilities and has the approval of her physician.

#### **4.11 Paid Parental Leave**

Following the birth of a child, an Association member who is the mother of the child, or whose wife is an Association member and the mother of the child, may use sick days to extend paid leave for a period not to exceed twelve (12) consecutive weeks from the birth of the child. If

both the father and mother are eligible for paid parental leave under this clause, and request such leave, then the total said leave may not exceed twelve (12) consecutive weeks.

A member must reserve at least ten (10) leave days in accumulated leave days.

The parties specifically waive any and all possible rights to file a claim based upon gender or any other type of discrimination as it applies to this clause.

## **ARTICLE 5 – UNPAID LEAVES OF ABSENCE**

### **5.1 Short-Term Leaves**

- (a) Unit member may have the privilege of being absent without pay if a contingency arises which does not fit the categories in Article 4 – Paid Leaves
- (b) Permission must be obtained from the Superintendent. The application for such leave must be in writing and must contain reasons for request with supporting data. It must be presented at the earliest possible opportunity.
- (c) Unit members engaging in private consulting work may take time off from District employment by either applying for time off in accordance with paragraphs (a) and (b) of this section of this article or they may use personal leave days.

### **5.2 Long-Term Leaves**

- (a) Unit members may be granted an unpaid leave of absence upon request to the Building Principal and the Superintendent and approval by the Board of Education.
- (b) The leave may be for one semester or one year only. Extensions of unpaid leaves of absences may be granted at the discretion of the Board of Education.
- (c) When there is a documented health condition, District health coverage will be provided. Such coverage shall be available for the remainder of the current month and one (1) additional month. Beyond that, the unit member assumes responsibility for health insurance premiums under COBRA and any other applicable laws. Upon return to the District, a unit member will retain tenure merit pay, tenure, tenure payments, and health insurance coverage.
- (d) Upon return from such leave, the unit member shall be entitled to a position within his certification area and tenure area at the time the leave was granted.
- (e) The unit member will send a statement of intent to the Superintendent regarding return to regular employment ninety (90) calendar days prior to expiration of leave.

### **5.3 Parental Leave**

- (a) A leave of absence without pay may be granted upon application to and approval of the Superintendent for the purpose of childbearing and/or child rearing. Such leave request may be granted for a period of time up to the end of the school year in which the leave began. Upon application, extension of one (1) year will be considered by the

Superintendent. Upon return from such leave, the unit member shall be entitled to a position within the unit member's certification area and tenure area at the time the leave was granted.

- (b) During the period of approved parental leave, the conditions of 5.2(c) are applicable.
- (c) This benefit shall be available for unit members employed fifty percent (50%) or more and shall be pro-rated accordingly.

## **ARTICLE 6 – HEALTH CARE PLAN**

### **6.1 Health Insurance**

- (a) The District will provide health coverage through a self-funded health care plan (*hereinafter called the "Plan"*). Unit members may enroll under either the family coverage plan or the individual coverage plan. The term "Plan" means the Southern Tier Preferred Provider Health Care Plan, which Plan:

- (1) Requires unit members to select their health-care providers from a preferred provider organization.
- (2) Requires a co-payment of ten dollars (\$10.00) per visit to a physician's office.
- (3) Requires the following co-payments for prescription drugs:
  - Pharmacy:       Generic - \$5;   Brand (Preferred) - \$15;   Non-Preferred - \$20
  - Mail Order: \*   Generic - \$5;   Brand (Preferred) - \$15;   Non-Preferred - \$20

\*One co-payment for ninety (90) day supply.
- (4) Requires a fifty dollar (\$50.00) co-payment for the use of an emergency room for a non-life-threatening medical condition.

The details of the requirements of the provisions of subdivision (1) through (4) of this section are set forth in the Plan Document.

- (b) Unit members, who retire after July 1, 2007, shall be required to participate in the Central Southern Tier Preferred Provider Health Care Plan, together with endorsements as outlined in 6.1 (a)1-4. The Plan, as outlined above, shall be known as P70 for the duration of this Agreement.
- (c) Effective July 1, 1999, unit members with less than fifteen (15) years of service will pay ten percent (10%) of the premium equivalent for either an individual or family plan. Such percentage shall be stated as a flat dollar amount. For the purpose of this subdivision, the fifteen (15) years of service shall include all prior credited service for unit members hired before July 1, 1997. Under no circumstances will any such unit member's contribution towards premium exceed one thousand five hundred dollars (\$1,500). Notwithstanding the provisions in this subsection, effective July 1, 2003, new unit members will pay ten percent (10%) of the health insurance premium throughout their tenure with the District. Effective July 1, 2007, unit members with fifteen (15)

years or more of service will pay the following percentages of the previous year's premium equivalent:

2007-2008	5.0%	2009-2010	8.0%
2008-2009	6.5%	2010-2011	10.0%

- (d) There shall be no loss of benefits, coverage or enrollment eligibility to any unit member as the result of the change from the health insurance coverage in effect prior to July 1, 1990 to the Plan. The plan will provide benefits that are approximately equivalent to the 1989-1990 health insurance plans provided by the District.
- (e) The Plan Document, the Administrative Manual and the claim form are incorporated by reference. Updated copies as changes occur will be provided to the Association President.
- (f) Any complaints under the Plan, with respect to its interpretation or application, must be processed through the claim appeal procedure set forth in the Plan Document. If a complaint is not settled to a unit member's satisfaction, then within thirty (30) days of a written answer from the Plan Administrator, the Association may submit the issue directly to binding arbitration as set forth in the grievance procedure in the Agreement.
- (g) All data obtained by the Plan Administrator, with respect to claims, shall be considered confidential and shall be made available to persons involved or connected with the Plan strictly on a need-to-know basis and such data shall be utilized for no other purpose than is necessary for the administration of the Plan and the payment of claims. No data, with respect to a unit member's claim or claims, shall be released to a third party without the express written consent of the unit member affected. No health data obtained by the Plan may be used to discipline or dismiss a unit member.
- (h) A unit member who leaves the employment of the District or a unit member whose services are terminated shall be offered the right of conversion for health coverage, regardless of insurability, at the full cost and expense of the unit member. If a former unit member of the District is unable to obtain coverage, then he may continue to participate in the Plan at his own expense, in which case the District may require proof of rejection of insurance. If a former unit member is offered health insurance, including coverage for pre-existing conditions, but chooses not to purchase same, the Plan shall not be obligated to provide coverage. The Plan will accept responsibility for the coverage of a pre-existing condition until the conversion plan coverage for said condition shall apply. All conversion rights which are extended to former unit members will also be extended to dependents.
- (i) Unit members who submit claims in accordance with the procedures established by the Plan shall have said claims paid to the extent of coverage provided, in a timely manner, so that a unit member shall suffer no financial loss as a result of the slow payment of a claim. A unit member shall be considered to have suffered no financial loss if a claim is paid within thirty (30) days of receipt of the necessary data by the Plan Administrator.

- (j) For a new unit member, coverage under the Plan shall be automatic and will become effective on the first day of the month following the month in which he applies, unless the unit member declines coverage in writing. A waiver of health care coverage shall be filed in the unit member's personnel folder.
- (k) Upon retirement into the New York State Teachers' Retirement System or the New York State Employees' Retirement System, a unit member will receive continued health coverage that provides benefits that are at least equivalent to the benefits in effect at his retirement. The District will pay one hundred percent (100%) of the individual or family health care premium for unit members who retire during the life of the Agreement.
- (l) A unit member, other than a long-term substitute teacher, who is eligible for health care coverage and who elects not to participate in the basic health care plan, shall receive an annual payment in accordance with the following:

Family Plan non-participation:

<b>Number of Members Not Participating in Family Health Insurance Coverage</b>	<b>Amount of Annual Payment</b>
1 – 12	\$1,000.00
13	\$1,406.00
14	\$1,783.00
15	\$2,135.00
16	\$2,465.00
17	\$2,776.00
18	\$3,070.00
19	\$3,348.00
20	\$3,612.00

- (1) The unit member must complete a waiver of health care coverage form provided by the District.
- (2) The unit member must supply the District proof of health care coverage.
- (3) The stipend will be paid at the end of the school year in the form of a voucher in accordance with appropriate laws and regulations.
- (4) Unit members who terminate their services before the end of the school year shall have their annual payment pro-rated.
- (5) Unit members who re-enter the plan once they have elected to receive the annual payment shall have the payment pro-rated.

## 6.2 Flexible Benefit Plan

- (a) The District will contribute one hundred fifty dollars (\$150.00) to the IRC Section 125 account for unit members who have individual health care plans and five hundred dollars (\$500.00) for unit members who have a family plan.
- (b) The District will perform the necessary bookwork for those unit members who wish to

have deductions made from their salary for income-protection insurance and contributions to the flexible benefit plan.

- (c) Effective July 1, 2007, the District shall establish an IRC Section 105(h) plan pursuant to the applicable rules and regulations of the Internal Revenue Code. The District will contribute the following amounts at the onset of each plan year (July 1) to each unit member who is enrolled or becomes enrolled in the District's health insurance plan:

July 1, 2007	Individual - \$400	Family - \$650
July 1, 2008	Individual - \$450	Family - \$750
July 1, 2009	Individual - \$500	Family - \$850
July 1, 2010	Individual - \$550	Family - \$950

Note: In the event the plan year runs January –December, the District shall pro-rate the July-December 2007 amounts and add to the January 1, 2008 contribution.

## **ARTICLE 7 – JUST CAUSE**

### **7.1 Just Cause**

After two (2) years of probationary service, no unit member shall be disciplined, dismissed, reduced in rank or compensation or otherwise deprived of any professional advantage without just cause. This article does not apply to one (1) year appointments.

## **ARTICLE 8 – CLASS SIZE AND TEACHER SCHEDULE**

### **8.1 PreK - 6**

- (a) It is recommended that the average elementary size in grades two (2) to six (6) should not exceed twenty-six (26).
- (b) It is further recommended that the average class size in Kindergarten and First Grade should not exceed twenty-four (24).
- (c) If the class size goes beyond the recommended averages, the Association President and the Superintendent shall meet to discuss possible adjustments to staffing which will meet the needs of both the District and the Association.
- (d) If the result of such a review is assignment of an additional teacher, class size will be reduced in a fair manner.

### **8.2 7-12**

- (a) The recommended load per teacher will be one hundred forty (140) students, except for English which shall be one hundred twenty five (125).
- (b) The recommended schedule will include six (6) teaching periods and two (2) planning



periods, or six (6) teaching periods and one (1) planning period and one (1) supervisory period. It is understood that schedules of five (5) teaching periods and a combination of three (3) supervisory/planning periods may also be desirable and advantageous in some cases. One (1) period shall be assigned for lunch. It is also understood that this recommended schedule is based on the program in effect July 1, 1997.

- (c) It is desirable that no more than fifty percent (50%) of the teachers of English, Mathematics, Social Studies and Science be assigned to six (6) teaching periods in any semester.
- (d) Teachers of English, Science, Social Studies and Mathematics will have no more than three (3) preparations daily.
- (e) In no circumstance should the employment of a paraprofessional obviate the need for an additional teacher.
- (f) All required science labs are recognized as one-half (1/2) of a preparation period.

### **8.3 Cooperative Review**

- (a) Teachers should be advised of their teaching assignments whenever possible by June 1. An administrative group and Association representatives will review teaching assignments prior to the last week of the school year.
- (b) Pupil/teacher ratios shall be reviewed together by an administrative group and Association representatives no later than October 1 of each school year. The purpose of this review shall be to examine class size and teacher loads. Such review shall include discussions of inequalities in teacher workloads so that teachers and administrators concerned may be more fully informed of imbalances in class size and teacher loads.

### **8.4 Program Alternatives**

Notwithstanding conditions or terms of employment herein to the contrary, teachers and administrators shall have the right to establish, and are encouraged to suggest through the shared decision-making process, alternatives to the number of subject-matter preparations assigned to secondary teachers and the number of assigned teaching periods assigned to secondary teachers; the right to establish alternatives to provide more instructional time and to explore additional planning time, the use of paraprofessionals and the assignment of students to classrooms for elementary teachers, and to experiment with flexible arrival and departure times at the elementary and secondary levels. It is agreed that none of the alternatives shall result in either the hiring of additional staff or a reduction in the current staff. Further, it is agreed that any alternatives implemented shall not establish a custom and practice nor set a precedent on any individual. In addition, any agreement reached between the unit member and principal concerning the arrival and departure times shall be for the length of the school year unless, by mutual agreement between the unit member and building principal, they alter that agreement.

## **8.5 Common Planning Time**

Elementary and Middle School teachers shall receive forty (40) minutes of common planning time at least three (3) times per week. Said time shall be within the regular workday, shall not decrease an individual's preparation time and shall not decrease the student-teacher contact time.

## **ARTICLE 9 – SOME BASIC TEACHER RESPONSIBILITIES**

### **9.1 Standards**

As a part of their normal day-to-day functioning, the teacher will meet the expectations shown below. This list of expectations mirrors the Professional Growth Plan that will provide the foundation for evaluation.

(a) **Planning of Instruction**

The teacher will demonstrate knowledge of content and pedagogy, demonstrate knowledge of students, select instructional goals, demonstrate knowledge of resources, design coherent instruction and assess student learning.

(b) **Class Environment**

The teacher will create an environment of respect and rapport, establish a culture of learning, manage classroom procedures, manage student behavior, and organize physical space.

(c) **Instruction**

The teacher will communicate clearly and accurately, use questioning and discussion techniques, engage students in learning, provide feedback to students, and demonstrate flexibility and responsiveness.

(d) **Professional Responsibility**

The teacher will reflect on teaching, communicate with families, grow and develop professionally, maintain accurate records, contribute to the school and the District, and show professionalism.

### **9.2 Attendance**

Teachers will take attendance at each class and will record absences. Unauthorized absences will be reported to the appropriate school official.

### **9.3 Substitutes**

Teachers will make available seating charts and appropriate lesson plans on the morning of the absence or earlier.

#### **9.4 Temporary Absences from Class**

Teachers will normally notify the appropriate administrator if the teacher is unable to meet a scheduled class, study hall or other assignment or responsibility.

#### **9.5 Work Day**

A teacher's normal workday shall begin at 8:00 a.m. and continue to 3:00 p.m.

#### **9.6 Adequate Program for All Students**

Teachers will actively participate in developing, delivering and assessing an aligned curriculum that has clearly articulated learner outcomes.

#### **9.7 Objectives and Procedures**

Teachers will participate in the implementation of objectives and procedures set up by subject coordinators and administrators with the assistance of faculty curriculum committees.

#### **9.8 Curriculum Committees**

Under the supervision of designated administrators, department chairpersons, and/or subject coordinators, unit members will provide continuity in the development and appraisal of the instructional program. They will make curriculum recommendations to the Superintendent and the Board.

#### **9.9 Planning for Staff Development**

Planning for all District staff development, other than the usual faculty meetings, will include input from the Association President. In addition, a Staff Development Committee shall be formed to develop staff training for District conference days. The Committee shall be composed of: 1). One (1) district administrator appointed by the Superintendent of Schools; and 2). Two (2) teachers from each building chosen from appointed subject coordinators. Each building principal will select two (2) subject coordinators from his/her building in consultation with the Association (In the absence of a Committee member, a replacement may be used for that meeting from the other appointed subject coordinators.)

#### **9.10 Parent-Teacher Conferences**

There will be two (2) half days scheduled during the school year for the purpose of holding parent-teacher conferences. One will be scheduled during the first half of the second marking period, the other at the thirtieth (30<sup>th</sup>) week of school. On these conference days, teachers will be available following dismissal of school to meet with parents individually. In addition, opportunity will be provided to schedule conference time during the evening hours of the same day.

#### **9.11 Association Commitment**

The Association will encourage teachers to meet these basic teacher responsibilities, and the District will provide the time and training necessary to meet the conditions described in this article.

## **ARTICLE 9A – PART-TIME UNIT MEMBERS**

### **9A.1 Pro-Rations**

A standard workweek, as mutually agreed to by the Superintendent of Schools and the Association President, shall be used to calculate a part-time unit member's salary, benefits and other applicable terms and conditions of employment set forth in this Agreement. Notwithstanding the foregoing, a part-time unit member who will have been employed on or before June 30, 1999 shall be entitled to health insurance coverage at the same contribution rate that a full-time unit member pays for so long as said part-time unit member is continuously employed by the District.

### **9A.2 Tenure**

A teacher who is appointed to a part-time position for eighty percent (80%) or more of a full-time equivalent position shall be eligible for a probationary appointment and consideration for appointment on tenure as follows:

- (1) The probationary period shall be lengthened in direct proportion to the difference between the percentage of a part-time teacher's service and a full-time teacher's service.
- (2) Service rendered before July 1, 1999 shall not be credited toward the completion of probationary service requirements.
- (3) The calculation of seniority shall be directly proportionate to the percentage of a part-time teacher's service.

### **9A.3 Shared Teachers**

The District and the Association acknowledge that the provisions of this Article shall not apply to shared teachers.

## **ARTICLE 10 – MUTUAL RESPONSIBILITIES**

### **10.1 Joint Code of Ethics**

Teachers, administrators and the Board will adhere to the Joint Code of Ethics adopted by members of the New York State School Boards Association on October 23, 1950, and the delegates of the New York State Teachers Association on November 21, 1950, amended by both groups in 1964, and revised locally in 1979. Appendix D, which is hereby made a part of this Agreement, sets forth the Code in detail.

### **10.2 Labor-Management Relationships**

- (a) An official file will be kept and updated of all subsequent CBA's and MOU's, indexed and readily available to representatives of the District and Association.

- (b) Included with the file will be notations of the Team as to the intent of the language of any agreements entered into and the notations indexed appropriate to the item noted.
- (c) The District and Association agree to maintain on-going dialogue on labor-management issues in accordance with the following procedures: The Superintendent and the Association President, or their designees, shall, during the regular school year, meet weekly to discuss any issues affecting their labor-management relationship, except under circumstances preventing notification, the individual unable to meet will provide at least two (2) days notice to the other party of cancellation of the weekly meeting; there shall be no more than two (2) weeks between meetings.

## **ARTICLE 11 – MAINTENANCE OF POLICY**

### **11.1 Items Not Covered**

Items not covered in this Agreement, but included in present Board policy related to public complaints about school personnel, academic freedom and responsibility, and curriculum-parent requests, will not be reduced or increased during the life of this Agreement without the advisement of the Association.

## **ARTICLE 12 – LEGISLATIVE ACTION**

### **12.1 Legislative Approval**

IT IS AGreed BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

## **ARTICLE 13 – PAYROLL DEDUCTIONS**

### **13.1 Payroll Deductions**

Dues deductions and voluntary donations to VOTE/COPE will be made upon request of a unit member. Payroll deductions will be paid to the Association Treasurer who will make payments to the appropriate organizations. (*See: Appendix E for the form to be used to make the dues deduction request*)

### **13.2 Agency Fee**

- (a) The District shall deduct an agency fee from the paycheck of each unit member who is not a member of the Association. This deduction shall commence with the second pay period of each school year and shall be completed in successive installments ending with the last paycheck in June of the school year.
- (b) The District will remit the amount of such agency fee deductions made to the Association Treasurer at the same time period as regular dues are transmitted. The final transmittal shall be accompanied by a listing of the personnel for whom deductions have been made.

- (c) The Association will initially notify the District as to the total amount of the agency fee. The Association will notify the District who are the non-members. Such notification will be certified to the District, in writing, over the authorized signature of the Association President prior to September 15 of each year.
- (d) Should a unit member commence service to the District after the start of the agency fee deduction, the fee due will be pro-rated and divided equally among the remaining paychecks in the school year.

### **13.3 Other Deductions**

Other deductions will include New York State United Teachers (NYSUT) Benefit Trust, New York State United Teachers (NYSUT) Group Benefit Plan, United Way and direct deposit to unit members' bank accounts. The Association and the Superintendent may agree upon other payroll deductions.

## **ARTICLE 14 – GRIEVANCE PROCEDURE**

### **14.1 Declaration of Purpose**

Whereas, the establishment and maintenance of a harmonious and cooperative relationship between the District and unit members is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to grievances of unit members through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the District and unit members are afforded adequate opportunity to dispose of their differences. The Superintendent will meet the Association's Faculty Advisory Committee on a monthly basis unless, by mutual consent, the meeting is deemed unnecessary.

### **14.2 Definitions**

- (a) Grievance  
Is a claim by any unit member or group of unit members based upon any event or condition affecting their welfare and/or terms and conditions of employment.
- (b) Supervisor  
Means any department coordinator, principal, assistant principal, immediate supervisor, or other administrative or supervisory officer responsible for the area in which a grievance arises, except for the Superintendent.
- (c) Aggrieved Party  
Means any unit member or group of unit members filing a grievance.
- (d) Party-in-Interest  
Means any party named in a grievance who is not the aggrieved party.
- (e) Grievance Committee  
Means the committee created and constituted by the Association.

(f) Hearing Officer

Means any individual or District charged with the duty of rendering decisions at any stage on grievances hereunder.

**14.3 Grievance Format**

All formal grievances shall include the name and position of the aggrieved party, a general statement of the nature of the grievance and a redress sought by the aggrieved party.

**14.4 Responses to Grievances**

Except for informal decisions at Stage 1(a), all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the aggrieved party and Association.

**14.5 Association Grievances**

If a grievance affects a group of unit members and appears to be associated with system-wide policies, it may be submitted by the Association directly to Stage 2 described below.

**14.6 Conferences and Hearings**

Conferences and all hearings beyond Stage 1 shall be held during non-working hours and conducted at a time and place which will afford a reasonable opportunity for all persons entitled to be present to attend. If, in the judgment of the Superintendent, conferences or hearings must be held during work hours, persons who participate shall be excused from their assignments without loss of pay. Conferences for Stage 1 may be held during aggrieved parties' free time. Notwithstanding any of the foregoing, there shall be no interference with the instructional program.

**14.7 Records**

The District and the Association agree to facilitate any investigation which may be required to make available any and all material and relevant documents, communications and records concerning the alleged grievances, except for pupils' records, unless authorized by the parents or guardians, and a unit member's confidential folder, unless authorized by the unit member.

**14.8 Hearing Process**

Except as otherwise provided in Sections 14.17(a) and 14.17(b), an aggrieved party and any party-in-interest shall have the right at all stages of a grievance to confront or cross examine all witnesses called against him, to testify and to call witnesses on his own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.

#### **14.9 Rights Guaranteed**

No interference, coercion, restraint, discriminations or reprisal of any kind will be taken by the District or by any member of the administration against the aggrieved party, any party-in-interest, any representative, any member of the grievance committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

#### **14.10 Grievance Forms**

Forms for filing grievances, service notices, taking appeals, and making reports and recommendations, and other necessary documents will be jointly developed by the District and Association. The Superintendent shall then have them printed and distributed so as to facilitate operation of the grievance procedure. (See: Appendix F)

#### **14.11 Grievance Files**

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

#### **14.12 Individual Adjustments**

Nothing contained herein will be construed as limiting the right of any unit member to have a grievance to proceed with the grievance procedure, as outlined herein, without intervention of the Association, provided the adjustment is not inconsistent with the terms of the Agreement. In the event that any grievance is adjusted without formal determination pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said agreement shall not create a precedent or ruling binding upon either of the parties of this Agreement in future proceedings.

#### **14.13 Severability**

If any provision of this grievance procedure or any application thereof to any unit member or group of unit members in the negotiating unit shall be finally determined by any court to be contrary to laws, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

#### **14.14 Superintendent's Responsibilities**

The Superintendent shall be responsible for accumulating and maintaining an official grievance record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Stage 1(a) and all written decisions at all stages. Official minutes will be kept, at District expense, of all proceedings in Stages 2 and 3. A copy of such minutes will be made available to the aggrieved party and the grievance committee with the



consent of the aggrieved party, within two (2) days after the conclusion of hearing at Stages 2 and 3, and advise the appropriate hearing officer of any errors in said minutes. Any such claim of error in the minutes shall become a part of the official grievance record, and the hearing officer shall indicate the determination made respecting such claimed error. The official grievance record shall be available for inspection and/or copying by the aggrieved party, the District and the grievance committee, with the consent of the aggrieved party, but shall not be deemed a public record.

#### **14.15 Election of Remedies**

The existence of the procedure hereby established shall not be deemed to require any unit member to pursue the remedies herein provided and shall not, in any manner, impair or limit the right of any unit member to pursue any other remedies available in any other form.

#### **14.16 Procedure**

Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.

- (a) No written grievance will be entertained as described below, and such grievance will be deemed waived, unless written grievance is forwarded at the first available stage within forty (40) school days after the unit member knew or should have known of the act or condition on which the grievance is based.
- (b) If a decision at one stage is not appealed at the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeals through this Agreement shall be barred.
- (c) At any stage of the grievance procedure, any failure to communicate a decision within the specified time limit to the aggrieved party, his representatives and the Association (*if involved*) would permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
- (d) In the event a grievance is filed near the end of the school year, upon request by either party, the time limits set forth herein may be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as possible.

#### **14.17 Stage 1 - Supervisor**

- (a) A party having a grievance will discuss it with his supervisor either directly or through a representative if the party is not able to be present, with the objective of resolving the matter informally. The supervisor will confer with all parties-in-interest, and in giving his decision will state the reasons for his decision.
- (b) If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within three (3) school days after the written grievance is presented

to him, the supervisor shall render a decision, in writing, with reasons and present it to the aggrieved party, his representative and the Association.

- (c) If the aggrieved party initiating the grievance and/or the Association is not satisfied with the written decision at the end of the Stage 1(b) and wishes to proceed further into this grievance procedure, the aggrieved party shall within five (5) school days present the grievance to the Building Principal.

#### **14.18 Stage 2 - Superintendent**

- (a) If the aggrieved party initiating the grievance and/or the Association is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the party may, within five (5) school days, present the grievance to the Association's Grievance Committee for its consideration or may file within twenty (20) days a written appeal of the decision of Stage 1 with the Superintendent. Copies of the written decision of Stage 1 shall be submitted with the appeal.
- (b) If the Grievance Committee is consulted under 14.18 (a) and determines that the unit member has a meritorious grievance, then it will file a written appeal of the decision at Stage 1 with the Superintendent within twenty (20) school days after the unit member has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.
- (c) Within five (5) school days after receipt of the appeal, the Superintendent, or his duly authorized representative, shall hold a conference with the aggrieved party, and the Grievance Committee, if involved, or its representative and all other parties-of-interest.
- (d) The Superintendent shall render a decision, in writing, to the aggrieved party, the Grievance Committee, and if involved, its representatives, within seven (7) school days after the conclusion of the conferences.

#### **14.19 Stage 3 – Arbitration *(for Terms of Contract Only)***

- (a) If the Association is not satisfied with the decision at Stage 2, an appeal in writing to arbitration may be filed within ten (10) school days of the decision at Stage 2. Such request shall be filed with the American Arbitration Association and the District, and their Rules of Procedure shall be followed in the selection of an arbitrator and for the conduct of the hearing.
- (b) The arbitrator's decision will be in writing and will set forth findings of fact, reasoning, and conclusions on the meaning and intent of the applicable contract items.
- (c) The arbitrator will have no power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement.
- (d) The decision of the arbitrator as to the meaning and intent of the applicable contract item shall be final and binding upon all parties.

- (e) The cost for the services of the arbitrator, including expenses, if any, will be borne equally by the District and the Association.

#### **14.20 Stage 3 – Board**

- (a) If the aggrieved party and/or Association is not satisfied with the decision at Stage 2, the Grievance Committee or the aggrieved party will file an appeal in writing with the Board within fifteen (15) school days after receiving the decision at Stage 2. The official grievance record maintained by the Superintendent shall be available for use of the Board.
- (b) Within fifteen (15) school days after receiving the decision at Stage 2, the official grievance record maintained by the Superintendent shall be available for use of the Board.
- (c) Within fifteen (15) school days after receipt of an appeal, the Board shall hold a hearing on the grievance. The hearing shall be conducted in executive session. The Association may be represented at this hearing.
- (d) Within five (5) school days, after the conclusion of the hearing, the Board shall render a decision with reasons in writing on the grievance.

### **ARTICLE 15 – PROFESSIONAL GROWTH AND EVALUATION**

#### **15.1 Professional Growth Plan**

All teachers will participate in the “Professional Growth Plan” which is herein incorporated by reference. The rubrics associated with the new evaluation instrument are to be used only for the purpose of initiating discussion between the evaluator and the evaluatee. It is understood that they are to be used by the evaluator and evaluatee as measurements to determine areas for professional growth.

#### **15.2 Authorized Observers**

Classroom observations, as described in the Professional Growth Plan, may be made by a certified administrator employed in an administrative capacity by the District. Mentors, trained teachers and administrative interns may make observations for the guidance and instruction of teachers, but these observations may become part of the teacher’s official file only with the written consent of the teacher.

#### **15.3 Copies of Forms and Letters**

Teachers will be given a written copy of the observation report within ten (10) school days of the classroom observation. Other forms shall be completed as outlined in the Professional Growth Plan

#### **15.4 Tenure Appointments or Continuing Employment**

The Professional Growth Plan will be the primary factor considered in recommending a teacher for tenure or for continuing employment. Only material in the official file should be considered.

#### **15.5 Evaluation Subcommittee**

A subcommittee on evaluation consisting of Association and District representatives shall be established. The subcommittee shall meet every six (6) months and it shall have the authority to reconvene the negotiating team on notice. The subcommittee shall have the authority to effectuate a third party review of the Professional Growth Plan.

#### **15.6 Coaches Evaluation**

Each coach shall be evaluated in writing once each season. The evaluation shall be completed at the end of the season. Copies of evaluation reports are maintained in a separate file in the office of the Director of Athletics.

### **ARTICLE 16 – PERSONNEL FILES**

#### **16.1 Access to Personnel Files**

Unit members may examine their files at any time. There will be only one (1) official personnel file for each unit member which shall be maintained in the office of the Superintendent. Unit members have the right to attach a written response to any material in their files.

#### **16.2 Material and Information**

Administrators will be authorized to place, in teachers' files, information of a positive nature indicating special competence, achievements, performance or contribution of an academic or professional nature. Teachers shall be permitted to submit such material into their files. The teacher shall be notified within five (5) school days of any new derogatory or negative information entered in his file and may respond to such.

### **ARTICLE 17 – MISCELLANEOUS CONDITIONS OF EMPLOYMENT**

#### **17.1 Non-Resident Tuition**

Non-resident tuition will be waived for the children of unit members up to the rate of State Aid reimbursement.

#### **17.2 Bargaining Unit Work Year**

In the school year, there will be a maximum of one hundred eighty three (183) workdays, including all instructional and conference days. Any calendar changes related to the use of unused snow days or make-up days required to meet the maximum of 183 work days will be added to the calendar at time satisfactory to both parties.

### **17.3 Calendar Adoption**

When the BOCES calendar is adopted, the parties will confer prior to the final adoption of the District calendar.

## **ARTICLE 18 – CAREER ATTENDANCE INCENTIVE**

### **18.1 Eligibility**

Unit members who have served at least ten (10) years in the District and who are currently eligible to receive benefits as a member of the New York State Teachers' Retirement System (NYSTRS) or New York State Employees Retirement System (NYSERS) shall be eligible for a career attendance incentive.

### **18.2 Notice**

To be eligible for this incentive, a candidate must give irrevocable notice of his/her retirement by March 1<sup>st</sup> of the previous fiscal year to the year the payment is to be made. A member may withdraw a letter that has been acted upon by the Board of Education under the following circumstances:

- a) Documented fiscal crisis.
- b) Death in immediately family as defined in Article 4.5(c).
- c) Serious family illness resulting in significant changes in anticipated retirement plans.
- d) Divorce or legal separation.

It is understood that the Superintendent may waive the March 1<sup>st</sup> date under extraordinary circumstances.

### **18.3 Payment**

Unit members will be paid at their regular salary during their final year in addition to receiving payment for unused accumulated leave days as defined in Articles 4.1 and 4.4. This payment shall be made prior to November 1<sup>st</sup> of the year in which they retire. The per diem amount and formula are as follows:

Teacher as defined in Article 1.1(f) - # of days x dollar amount.

School Nurse - # of days x .55 x dollar amount.

Teacher Assistant - # of days x .40 x dollar amount.

<b>Position</b>	<b>2007-2008</b>	<b>2008-2009</b>	<b>2009-2010</b>	<b>2010-2011</b>
Teachers	\$100	\$110	\$120	\$130
Nurses	\$ 55	\$ 61	\$ 66	\$ 72
Assistants	\$ 40	\$ 44	\$ 48	\$ 52

## ARTICLE 19 – RESIGNATION PAY

### 19.1 Eligibility and Payment

Unit members, in good standing with at least ten (10) years' service to the District, who submit a resignation, will receive cash conversion of their accumulated sick leave as follows:

Teaching Assistants	Full-time (6 hours/day or more)	\$15.00/day
	Part-time (4 hours/day or more)	\$10.00/day
	Part-time (less than 4 hours/day)	Not eligible
Registered Nurses	Full-time	\$25.00/day
	Part-time	Service pro-rated
Teachers	Full-time	\$35.00/day
	Part-time	Service pro-rated

### 19.2 Notice

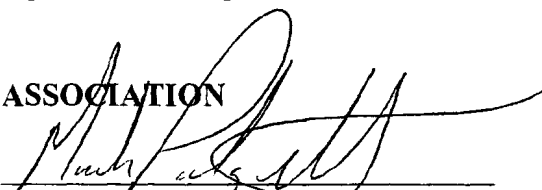
To be eligible for this benefit on July 1, a unit member must give notice of his intent to the District four (4) months prior to his resignation. The resignation must be effective either on the day closing the first (1<sup>st</sup>) semester or on the last day of the school year. This program is applicable to those unit members not covered under Article 18.

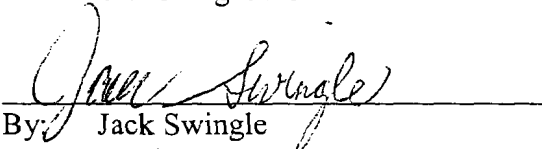
## ARTICLE 20 – DURATION OF AGREEMENT

### 20.1 Duration

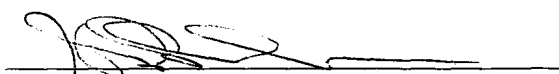
This Agreement shall become effective on July 1, 2007 and shall remain in full force and effect until June 30, 2011. In the event there is no successor agreement as of June 30, 2011, this Agreement shall go forward to the maximum extent allowed by law.

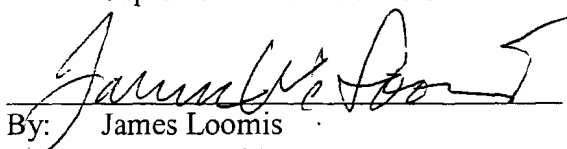
#### ASSOCIATION

By:   
Mark Padgett  
Chief Negotiator

By:   
Jack Swingle  
President

#### DISTRICT

By:   
Steven Schoonmaker  
Superintendent of Schools

By:   
James Loomis  
Board President

## **APPENDICES**

## **APPENDIX A – BARGAINING UNIT**

Resolved that the Spencer-Van Etten Central School Board hereby establishes the following unit for collective negotiations concerning salary, wages, hours, and terms and conditions of employment and in the settlement of grievances arising under any negotiated agreement to be held pursuant to the Public Employees' Fair Employment Act.

Classroom Teachers	School Counselors
Attendance Teachers	Speech and Hearing Therapists
Remedial Teachers	School Psychologists
Nurse Teachers	School Social Workers
Librarians	Dental Hygienists
Teaching Assistants	Long-term Substitute Teachers
Registered Nurses	Licensed Practice Nurses
Health Office Assistants	

N.B. Itinerant services purchased via BOCES are not considered part of this unit.



## **APPENDIX B – HIRING SCHEDULE**

### **Salary Schedule for New Hires**

#### **Steps**

1	\$36,000
2	\$37,000
3	\$38,000
4	\$39,000
5	\$40,000
6	\$41,000
7	\$42,000
8	\$43,000
9	\$44,000
10	\$45,000

**APPENDIX C****Non-Athletic Extra Curricular Activities**

<b>Non-Athletic Extra Curricular Activities</b>	<b>2007-2008 Stipend</b>	<b>2008-2009 Stipend</b>	<b>2009-2010 Stipend</b>	<b>2010-2011 Stipend</b>
<b><u>Special Salary Stipends</u></b>				
Dean of Students (Middle School)	\$2,740	\$2,850	\$2,964	\$3,082
Dean of Students (High School)	\$2,740	\$2,850	\$2,964	\$3,082
Library Assistant (Elementary)	\$1,400	\$1,456	\$1,514	\$1,575
Library Assistant (Middle School)	\$1,400	\$1,456	\$1,514	\$1,575
Library Assistant (High School)	\$1,400	\$1,456	\$1,514	\$1,575
<b><u>Subject Coordinator Salaries</u></b>				
ES Mathematics Coordinator	\$1,750	\$1,820	\$1,893	\$1,969
MS Mathematics Coordinator	\$1,750	\$1,820	\$1,893	\$1,969
HS Mathematics Coordinator	\$1,750	\$1,820	\$1,893	\$1,969
ES ELA Coordinator	\$1,750	\$1,820	\$1,893	\$1,969
MS ELA Coordinator	\$1,750	\$1,820	\$1,893	\$1,969
HS ELA Coordinator	\$1,750	\$1,820	\$1,893	\$1,969
ES Social Studies Coordinator	\$1,750	\$1,820	\$1,893	\$1,969
MS Social Studies Coordinator	\$1,750	\$1,820	\$1,893	\$1,969
HS Social Studies Coordinator	\$1,750	\$1,820	\$1,893	\$1,969
ES Science and Technology Coordinator	\$1,750	\$1,820	\$1,893	\$1,969
MS Science and Technology Coordinator	\$1,750	\$1,820	\$1,893	\$1,969
HS Science and Technology Coordinator	\$1,750	\$1,820	\$1,893	\$1,969
Art (Pre-K - 12)	\$1,750	\$1,820	\$1,893	\$1,969
Health, P.E., Home Economics (Pre-K - 12)	\$1,750	\$1,820	\$1,893	\$1,969
Library (Pre-K - 12)	\$1,750	\$1,820	\$1,893	\$1,969
Language Other Than English (Pre-K - 12)	\$1,750	\$1,820	\$1,893	\$1,969

**APPENDIX C****Non-Athletic Extra Curricular Activities**

<b>Non-Athletic Extra Curricular Activities</b>	<b>2007-2008 Stipend</b>	<b>2008-2009 Stipend</b>	<b>2009-2010 Stipend</b>	<b>2010-2011 Stipend</b>
<b><u>Other Coordinators/Facilitators</u></b>				
Pupil Personnel Services	\$1,400	\$1,456	\$1,514	\$1,575
Pre-Kindergarten	\$1,400	\$1,456	\$1,514	\$1,575
Technology	\$1,400	\$1,456	\$1,514	\$1,575
Health	\$1,400	\$1,456	\$1,514	\$1,575
Middle School	\$1,400	\$1,456	\$1,514	\$1,575
Play Director ( Musical)	\$2,310	\$2,402	\$2,498	\$2,598
Play Director (Non-Musical, per show)	\$1,540	\$1,602	\$1,666	\$1,732
Music Director (Musical)	\$1,155	\$1,201	\$1,249	\$1,299
Technical Director (Per Show)	\$875	\$910	\$946	\$984
Rehearsal Accompanist (Musical)	\$875	\$910	\$946	\$984
Assistants to the Director (As needed)	\$875	\$910	\$946	\$984
Junior Class Advisor	\$875	\$910	\$946	\$984
Senior High Honor Society	\$875	\$910	\$946	\$984
Middle School Student Council	\$875	\$910	\$946	\$984
Elementary School Student Council	\$875	\$910	\$946	\$984
Newspaper	\$875	\$910	\$946	\$984
Junior High Honor Society	\$438	\$456	\$474	\$493
Sophomore Class Advisor	\$438	\$456	\$474	\$493
Freshman Class Advisor	\$438	\$456	\$474	\$493
Quiz Show Advisor	\$1,400	\$1,456	\$1,514	\$1,575
Interscholastic Academic Competitions (Such as, but not limited to: Mathalon, Odyssey, Envirothon	\$1,400	\$1,456	\$1,514	\$1,575
Music Department	\$1,400	\$1,456	\$1,514	\$1,575

**APPENDIX C****Coaching Salaries**

<b>Coaching Positions</b>	<b>2007-2008 Stipend</b>	<b>2008-2009 Stipend</b>	<b>2009-2010 Stipend</b>	<b>2010-2011 Stipend</b>
<b>FOOTBALL</b>				
Head	\$ 4,402	\$ 4,578	\$ 4,761	\$ 4,952
Assistant (3)	\$ 3,083	\$ 3,206	\$ 3,335	\$ 3,468
Modified	\$ 2,550	\$ 2,652	\$ 2,758	\$ 2,868
<b>CROSS COUNTRY</b>				
All Positions	\$ 3,523	\$ 3,664	\$ 3,810	\$ 3,963
<b>BASKETBALL (Boys)</b>				
Varsity	\$ 4,402	\$ 4,578	\$ 4,761	\$ 4,952
Junior Varsity	\$ 3,025	\$ 3,146	\$ 3,272	\$ 3,403
Modified	\$ 1,495	\$ 1,555	\$ 1,617	\$ 1,682
<b>BASKETBALL (Girls)</b>				
Varsity	\$ 4,402	\$ 4,578	\$ 4,761	\$ 4,952
Junior Varsity	\$ 3,025	\$ 3,146	\$ 3,272	\$ 3,403
Modified	\$ 1,495	\$ 1,555	\$ 1,617	\$ 1,682
<b>WRESTLING</b>				
Head	\$ 4,340	\$ 4,514	\$ 4,694	\$ 4,882
Junior Varsity	\$ 3,025	\$ 3,146	\$ 3,272	\$ 3,403
Modified	\$ 1,740	\$ 1,810	\$ 1,882	\$ 1,957
<b>BASEBALL</b>				
Head	\$ 3,523	\$ 3,664	\$ 3,810	\$ 3,963
Junior Varsity	\$ 2,390	\$ 2,486	\$ 2,585	\$ 2,688
Modified	\$ 1,981	\$ 2,060	\$ 2,143	\$ 2,228
<b>SOFTBALL</b>				
Head	\$ 3,475	\$ 3,614	\$ 3,759	\$ 3,909
Junior Varsity	\$ 2,390	\$ 2,486	\$ 2,585	\$ 2,688
Modified	\$ 1,981	\$ 2,060	\$ 2,143	\$ 2,228
<b>TRACK</b>				
Head (Boys)	\$ 3,523	\$ 3,664	\$ 3,810	\$ 3,963
Head (Girls)	\$ 3,523	\$ 3,664	\$ 3,810	\$ 3,963
Assistant	\$ 2,390	\$ 2,486	\$ 2,585	\$ 2,688
<b>CHEERLEADING</b>				
Varsity Basketball	\$ 3,025	\$ 3,146	\$ 3,272	\$ 3,403
Junior Varsity Basketball	\$ 2,370	\$ 2,465	\$ 2,563	\$ 2,666
Combined Varsity Basketball and Football	\$ 4,340	\$ 4,514	\$ 4,694	\$ 4,882
Varsity Football	\$ 2,520	\$ 2,621	\$ 2,726	\$ 2,835
Junior Varsity Football	\$ 2,130	\$ 2,215	\$ 2,304	\$ 2,396
Combined Junior-Varsity Basketball and Football	\$ 3,025	\$ 3,146	\$ 3,272	\$ 3,403

**APPENDIX C****Coaching Salaries**

<b>Coaching Positions</b>	<b>2007-2008 Stipend</b>	<b>2008-2009 Stipend</b>	<b>2009-2010 Stipend</b>	<b>2010-2011 Stipend</b>
<b>FIELD HOCKEY</b>				
Varsity	\$ 3,523	\$ 3,664	\$ 3,810	\$ 3,963
Junior Varsity	\$ 3,290	\$ 3,422	\$ 3,558	\$ 3,701
Modified	\$ 1,955	\$ 2,033	\$ 2,115	\$ 2,199
<b>VOLLEYBALL</b>				
Varsity	\$ 3,475	\$ 3,614	\$ 3,759	\$ 3,909
Junior Varsity	\$ 2,390	\$ 2,486	\$ 2,585	\$ 2,688
Modified	\$ 1,495	\$ 1,555	\$ 1,617	\$ 1,682
<b>SOCCER (Boys)</b>				
Varsity	\$ 3,475	\$ 3,614	\$ 3,759	\$ 3,909
Junior Varsity	\$ 2,390	\$ 2,486	\$ 2,585	\$ 2,688
Modified	\$ 1,953	\$ 2,031	\$ 2,112	\$ 2,197
<b>SOCCER (GIRLS)</b>				
Varsity	\$ 3,475	\$ 3,614	\$ 3,759	\$ 3,909
Junior Varsity	\$ 2,390	\$ 2,486	\$ 2,585	\$ 2,688
Modified	\$ 1,953	\$ 2,031	\$ 2,112	\$ 2,197
<b>GOLF</b>				
Varsity	\$ 3,523	\$ 3,664	\$ 3,810	\$ 3,963
<b>ATHLETIC DIRECTOR</b>	\$ 6,000	\$ 6,240	\$ 6,490	\$ 6,749
<b>WINTER SPORTS</b>	\$100	\$104	\$108	\$112

## **APPENDIX D – JOINT CODE OF ETHICS**

1. The teacher and the school board recognize that while the teacher participates in the formulation of school policy under the leadership of the school administrator, it is the duty of the administrator to determine final policy.
2. The teacher and the school board transact all official business through proper channels and hold inviolate all confidential information.
3. The teacher and the school board recognize their obligations to develop growing appreciation and understanding of the principles of democracy; they refrain from using the school to promote personal views on religion, race or partisan politics.
4. The teacher and the school board avoid disparagement of fellow workers and predecessors.
5. The teacher receives from the administrator candid appraisal of his work, and help with his problems; the school board requires such supervisory assistance.
6. The teacher uses ethical procedures in securing positions, and in maintaining the salary schedules; the school board uses ethical procedures in filling positions and in maintaining salary schedules.
7. The teacher assumes responsibility for the welfare of the pupil and shows sympathetic understanding of pupil problems; the school board provides conditions under which this can be accomplished.
8. The teacher endeavors to maintain good mental and physical health and to maintain a wholesome attitude toward the pupil; the school board provides a healthful teaching environment.
9. The Teachers' Association and the School Board recognize their responsibility to promote professional use of a leave policy within the guidelines and spirit of the agreement.

## APPENDIX E - DUES DEDUCTION AND VOTE/COPE DONATION AUTHORIZATION

I \_\_\_\_\_ do hereby authorize the Spencer-Van Etten Central School District to withhold from my salary or wages organizational dues and a donation to VOTE/COPE as indicated below in the amount and at the rate specified and to transmit same to the indicted organization. I hereby release the District and its officials from any responsibility concerning the use or application of said dues and VOTE/COPE donation once they have been transmitted to the designated organization. This authorization shall take effect at the next regular payment of salary or wages occurring five days subsequent to the date of filing the authorization with the unit member, provided that this authorization must be filed by September 15 to be effective during the first semester of the school year and by January 31 to be effective during the second semester. In case of termination of employment, the District shall deduct from my final paycheck the remainder of the annual dues and VOTE/COPE donation for the year. This authorization shall terminate upon a signed revocation.

Name of Organization Receiving Dues and VOTE/COPE donation: Spencer-Van Etten Teachers' Association

Union Dues \$ \_\_\_\_\_  
Rate of Deduction (Check One)  
Pro-Rated Over all Pay Periods \_\_\_\_\_  
Pro-Rated Per 1st Semester \_\_\_\_\_

VOTE/COPE donation \$ \_\_\_\_\_  
Rate of VOTE/COPE donation (Check One)  
Pro-Rated Over all Pay Periods \_\_\_\_\_  
Pro-Rated Per 1st Semester \_\_\_\_\_

Witness \_\_\_\_\_ Date \_\_\_\_\_  
Signature \_\_\_\_\_ Building \_\_\_\_\_

Social Security Number \_\_\_\_\_

## REVOCATION OF DUES DEDUCTION AND VOTE/COPE DONATION

I \_\_\_\_\_ do hereby revoke authorization given by me to the Spencer-Van Etten Central School District to deduct from my wages or salary organizational dues of the Spencer-Van Etten Teachers' Association and donation to VOTE/COPE. The revocation shall take effect five days subsequent to the date of filing with the District.

Witness \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Building \_\_\_\_\_

Social Security Number \_\_\_\_\_

## APPENDIX F – GRIEVANCE FORM

SPENCER-VAN ETTEN CENTRAL SCHOOL

GRIEVANCE FORM

Stage: 1 \_\_\_\_\_ 2 \_\_\_\_\_ 3 \_\_\_\_\_ 4 \_\_\_\_\_

DATE \_\_\_\_\_

Unit Member's Name \_\_\_\_\_

Building \_\_\_\_\_ Subject or Grade \_\_\_\_\_

NATURE OF GRIEVANCE

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SETTLEMENT DESIRED

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Signed \_\_\_\_\_ Signed \_\_\_\_\_

Unit Member

For the Association (if involved)

REPLY

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Date \_\_\_\_\_

Signed Immediate Supervisor

Fill out and distribute to appropriate parties, such as:

1. Immediate Supervisor
2. Building Representative, if involved
3. Grievance committee, if involved
4. Unit Member



